No. 126.
Sup. Ct. Exp. of Beebe for Clerk.
Office Supreme Court U.S.
FILED
JAN 24 1901
JAMES H. McKENNEY,
Clerk.
15065
Filed Jan. 24, 1901.

Supreme Court of the United States.

OCTOBER TERM, 1900

No. 126.

D. MARX, APPELLANT,

vs.

WM. M. EBNER ET AL., APPELLEES.

SUPPLEMENTAL BRIEF FOR APPELLANT.

OFFER OR TENDER IN BILL.

"An offer in writing to pay a particular sum of money, or deliver a written instrument or specific personal property is, if not accepted, equivalent to an actual production and tender of the money instrument or property."
Oregon Code, sec. 842.

In a bill to redeem an accounting an ascertainment of the amount due is the principal object, in order that the debt may be paid. If appellant's offer to pay a certain amount was accepted the lien of the mortgage would be discharged; if not accepted an accounting would establish the amount

to be paid, and if this amount was not paid as decreed the mortgagee's title would be confirmed; therefore, it is not necessary to allege a tender in a bill to redeem.

Casserly *vs.* Witherbee, 119 N. Y., 528.
Brown *vs.* Bank, 148 Mass., 307–'8.
Sweyle *vs.* Belle, 20 Or., 328.

Respectfully submitted.

W. Scott Beebe,
Attorney for Appellant.

15066